

KEOKUK CSD / UE #893-1UP (SUPPORT) 06-09

**2006-2009**

**AGREEMENT BETWEEN**

**THE KEOKUK BOARD OF  
EDUCATION**

**AND THE**

**UNITED ELECTRICAL,  
RADIO,  
AND MACHINE WORKERS  
OF AMERICA**

**UE LOCAL 893, SUB LOCAL 98**

## TABLE OF CONTENTS

ARTICLE I – PREAMBLE .....	PAGE 1
ARTICLE II – RECOGNITION AND DEFINITIONS .....	PAGE 1
ARTICLE III – GRIEVANCE PROCEDURES .....	PAGE 1
ARTICLE IV – COMPLIANCE.....	PAGE 2
ARTICLE V – HOURS OF WORK.....	PAGE 2
ARTICLE VI – COMPENSATION .....	PAGE 3
ARTICLE VII – WORK LOAD & ASSIGNMENT .....	PAGE 3
ARTICLE VIII – SENIORITY.....	PAGE 3
ARTICLE IX – JOB CLASSIFICATION, VACANCIES, TRANSFERS, PROMOTIONS.....	PAGE 4
ARTICLE X – STAFF REDUCTION AND RECALL .....	PAGE 5
ARTICLE XI – WORKING OUT OF CLASSIFICATION.....	PAGE 5
ARTICLE XII – PAYROLL DEDUCTIONS .....	PAGE 5
ARTICLE XIII – NON ATTENDANCE .....	PAGE 6
ARTICLE XIV – LEAVES OF ABSENCE .....	PAGE 6
ARTICLE XV – HOLIDAYS .....	PAGE 7
ARTICLE XVI – VACATIONS .....	PAGE 8
ARTICLE XVII – INSURANCE .....	PAGE 8
ARTICLE XVIII – HEALTH & SAFETY .....	PAGE 9
ARTICLE XIX – PERSONNEL FILES AND EVALUATION.....	PAGE 9
ARTICLE XX – DISCIPLINARY ACTION .....	PAGE 10
ARTICLE XXI – INFORMATION .....	PAGE 10
ARTICLE XXII – COMMITTEE ACTIVITIES.....	PAGE 10
ARTICLE XXIII – GENERAL .....	PAGE 11
ARTICLE XXIV – PRINTING OF AGREEMENT.....	PAGE 11
ARTICLE XXV – DURATION .....	PAGE 11
2006-2007 UE SALARY SCHEDULE.....	PAGE 12

## **ARTICLE I – PREAMBLE**

The Board of Education of the Keokuk Community School District and the United Electrical Radio and Machine Workers of America Local 893 (UE Local 893 sub Local 98) desiring to confirm by this agreement certain mutual agreements with respect to various subjects of negotiation, agree as follows:

## **ARTICLE II – RECOGNITION AND DEFINITIONS**

### **A. UNIT**

The Board hereby recognizes the United Electrical Radio and Machine Workers of America Local 893 (UE Local 893 sub Local 98) as the certified, exclusive sole bargaining representative for all personnel as set forth in the Public Employment Relations Board certification instrument (Case No. 887). INCLUDED: All non-professional secretarial/clerical employees of the Keokuk Community School District, i.e., secretaries clerks, bookkeepers, receptionists, typists and teacher associates.

EXCLUDED: Confidential assistants of the Central Administration Office.

### **B. DEFINITIONS**

- a) The term "Board" as used in this agreement shall mean the Board of Education of the Keokuk Community School District or its duly authorized representatives.
- b) The term "employee" as used in this agreement shall mean all employees represented by UE Local 893 in the bargaining unit as defined and certified by the Public Employment Relations Board.
- c) The term "administrator" as used in this agreement shall mean those individuals designated by the Board as its duly authorized representatives that have the responsibility and the right to implement the terms and conditions of this agreement.
- d) The term "Committee" as used in this agreement shall mean the negotiation committee of the UE Local 893 or its duly authorized representatives.
- e) The term "Agreement" as used herein shall mean this master agreement.

## **ARTICLE III – GRIEVANCE PROCEDURES**

### **A. DEFINITION OF GREIVANCE**

A claim by an employee that there has been violation, misinterpretation or misapplication of any provision of the agreement may be processed as a grievance as herein after provided.

### **B. DEFINITION OF GRIEVANT**

A "grievant" shall mean an employee, a group of employees or UE Local 893 Sub Local 98 as a bargaining agent filing a grievance.

### **C. RIGHT TO GRIEVANCE**

Every grievant shall have the right to present and process grievances in accordance with the procedures established herein.

### **D. PROCEDURES**

Step I – In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with the employee's immediate administrator, either personally or accompanied by employee's Committee representative.

Step II – If, as a result of the informal discussion with the immediate administrator, a grievance has not been resolved, the employee may file a written grievance. The grievance shall be filed within ten (10) working days of the discovery thereof. A grievance report must be filled out in quadruplicate: one (1) copy to the Superintendent; one (1) copy to the Committee chairperson; and one (1) copy to the employee. Within five (5) working days of receipt of the grievance, the building administrator or immediate supervisor shall meet with the employee in an effort to resolve the grievance. The building administrator or immediate supervisor shall indicate, in writing, his/her disposition of the grievance within five (5) working days of such meeting and shall furnish copies thereof to the four parties listed above.

Step III – If the employee is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of such meeting, or ten (10) work days from the date of filing, the grievance shall be transmitted to the Superintendent or his/her designee. Within five (5) working days, the Superintendent or his/her designee shall meet with the employee on the grievance and shall indicate, in writing, his disposition within (10) working days of such meeting, and shall furnish copies thereof to the parties listed in Step II above.

Step IV – If the employee is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. Such intent to submit the grievance to arbitration must be presented to the Superintendent or his/her

designee within ten (10) working days following the receipt of the Step III response. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a list of five (5) arbitrators that either party may request from the Public Employment Relations Board. Upon receipt of the list, the parties or their representatives shall determine by lot the order of elimination of potential arbitrators and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and after hearing such matters as the parties desire to present shall render a written arbitration decision.

**E. ARBITRATOR AUTHORITY**

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact reasoning and conclusions on the issue(s) submitted. The arbitrator shall be without power or authority to make any decision which is contrary to law or which violates any provisions of this agreement. The decision of the arbitrator shall be final and binding upon the grievant and the employer. The arbitrator shall be empowered to include in any arbitration award such remedies, as the arbitrator deems proper.

**F. ARBITRATOR'S EXPENSES**

The fees and expenses of the arbitrator shall be shared equally by the parties.

**G. RELEASED TIME**

An employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose if grievance meetings are scheduled by the administration within the regular workday or an arbitration hearing is scheduled by the arbitrator within the regular workday.

**H. PRIVATE PROCESS**

All meetings and hearings shall be conducted in private and shall include only the parties involved and their designated or selected representatives.

**I. REPRESENTATION**

An employee may be represented at any step of the grievance procedure by the Committee or any individual the employee might choose.

**J. GRIEVANCE FILES**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

**K. NO REPRISALS**

No employee shall be disciplined or reprimanded for utilization of or participation in this grievance procedure.

**ARTICLE IV – COMPLIANCE**

Any individual contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If the provisions of the individual contract conflict with this agreement, the provisions of this agreement during its duration shall be controlling.

**ARTICLE V – HOURS OF WORK**

**A. HOURS**

Employees shall not be scheduled to work more than 40 hours per week, Monday through Friday, with exact times for all employees to be determined by the building administrator.

**B. RELEASE FROM WORKDAY**

On Fridays, the workday for all employees shall end at the close of the students' day except in those instances where an employee must supervise student departure from a school site. The employee may then leave when supervision duties have ended. On the last in-service day, the employees shall be dismissed at the same time as professional staff.

**C. BREAK TIME**

The employees' workday shall include two (2) paid fifteen (15) minute daily breaks or relief period.

**D. LUNCH PERIOD**

Each employee will receive an unpaid duty-free uninterrupted lunch period of at least thirty (30) minutes daily. Employees may leave the building without requesting permission during this scheduled duty-free lunch period.

**E. RELEASE FOR MEETINGS**

Requests for meetings during the employee workday may be granted at the superintendent's discretion.

**F. TRAVEL TIME**

Employees assigned to work in one (1) or more buildings on a given day shall be provided travel time of at least fifteen (15) consecutive minutes for each building change. Such travel time shall be in addition to lunch and break time.

## ARTICLE VI – COMPENSATION

### A. SALARY

The salary schedule of employees is shown in Appendix A, which is incorporated as a part of this agreement. The annual rates of pay shown in the salary schedule are based on full-time employment in the specified positions. Part-time positions shall have salaries pro-rated based upon both days and hours per day. The salary classifications defined in this agreement are for the current staff only. If and when the Board develops new positions, salaries shall be set in relationship to the required duties of the new position by the board. Effective July 1, 2006, all employees will have a fifteen (15) cents per hour increase to the current base and will receive a step increase. Effective July 1, 2007 (year two (2) of the agreement) all employees will receive an increase to the base equal to the district's actual new money percentage received from the state or two percent (2%), whichever is greater and will move a step on the salary schedule in their respective lane should that apply to their placement on the salary schedule. Effective July 1, 2008, (year three (3) of the agreement) all employees will receive an increase to the base equal to the district's actual new money percentage received from the state or three percent (3%), whichever is greater, and will move a step on the salary schedule in their respective lane should that apply to their placement on the salary schedule.

### B. OVERTIME PAY

Overtime shall be applicable upon the completion of eight (8) hours in a single day. Authorized hours worked prior to the beginning of the regular workday shall be counted in the computation of overtime hours in the same manner as hours worked at the end of the regular workday. Overtime shall be compensated at one and one-half (1 ½) times the appropriate hourly figure relating to the employee's place on the salary schedule when such overtime exceeds eight (8) hours per day. All employees have the right to refuse overtime without discrimination or reprisals.

### C. SALARY INSTALLMENTS

Employees' salaries will be paid in twelve (12) equal installments on the first day of each month beginning the first day following the month of employment or a substantial part of a month. When payday falls on or during a school holiday, vacation or weekend, employees shall receive their paycheck on the last workday of the month.

### D. ACTIVITY TICKETS

All employees that request activity tickets shall receive two (2) adult tickets at no cost.

### E. TEACHER ASSOCIATE/PARAPROFESSIONAL STIPEND

An employee who achieves state approved paraprofessional certification will receive an additional fifteen cents (\$.15) per hour added to their pay. A copy of this certification shall be provided to the Central Administration Office for the employee's personnel file and payment shall be on the first regular payroll check thereafter.

## ARTICLE VII – WORK LOAD & ASSIGNMENT

### A. NOTICE

Each employee shall be given written notice of the employee's group, salary schedule place, title, general job description and building for the forthcoming year by June 1 of each year of the agreement. One (1) copy of said schedule placement, seniority, amount of contract and assignment of each employee shall be sent to the Committee president by June 1 each year of the agreement.

### B. JOB DESCRIPTIONS

Each year an updated job description shall be prepared by each employee's immediate supervisor with copies provided the employee and the Central Office fifteen (15) working days after the start of the school year.

### C. DUTIES

Employees who are not fulfilling their job description shall not have their duties distributed to other employees but shall be counseled as to their expected performance.

### D. TRAINING

Time may be set aside each year if the administration determines it is necessary for the employee training periods for new procedures, equipment, forms, etc. Employees who participate in an outside training program will be reimbursed for the cost of the training program with prior approval by the immediate supervisor and the Central Office Administration.

## ARTICLE VIII – SENIORITY

### A. DEFINITION

Hereinafter seniority shall be defined as an employee's length of continuous service with the Board since employee's last date of hire and shall be recorded in years, months, and days. An employee working part time or one half (1/2) time shall receive one half (1/2) a year's seniority.

**B. RETENTION OF SENIORITY**

Employees retain layoff and seniority rights for one year. An employee returning to a position within the school system shall be placed on employee's previous salary step.

**C. LOSS OF SENIORITY**

An employee shall lose all seniority rights if the employee retires, resigns, is discharged or fails to report to work within ten (10) working days following receipt of a written recall to employment while on layoff.

**D. NEW HIRE PROBATION**

All new employees shall enter employment on probation for a period of thirty (30) working days. If the probation period proves to be satisfactory after an evaluation, a contract of employment shall be offered. All employees shall be advanced through consecutive steps only. No employee shall advance more than one step per year.

**E. PROMOTION**

When an employee is promoted to a higher group, that employee shall move from one group lane to the higher group lane and shall move to the corresponding eligible step on the high lane.

**F. SENIORITY PREFERENCE**

All decisions concerning employees that are not reserved as management rights and that are not specifically defined by this agreement shall be based upon seniority.

**ARTICLE IX – JOB CLASSIFICATION, VACANCIES, TRANSFERS, PROMOTIONS**

**A. JOB CLASSIFICATIONS**

The various job classifications within the bargaining unit are established in the salary schedule and defined as follows: (1) GROUP A, 12-month, 252 days – Personal secretaries to high and middle school principals. (2) GROUP B, 12-month, 252 days – Secretaries. (3) GROUP B-10, 10-month 203 days – elementary secretaries, guidance secretaries, high school bookkeeper, secondary secretaries. (4) GROUP C, 10-month, 203 days – Clerks and typists and 10-month, 187 days – Title I Clerks. (5) GROUP D, 187 days – Teacher Associates. The Board reserves the right to shorten or lengthen the days or hours of service required in each classification. Job content and qualifications of individual employees to fill any specific classification shall be determined exclusively by the Board. However, in the event a new classification comes into existence by reason of new job content or a combination of duties within existing classifications, the Board agrees to reopen this agreement solely for the purpose of negotiating wages for such new classification.

**B. DEFINITION OF VACANCY**

A vacancy shall be defined for the purposes of this agreement as an unfilled bargaining unit position in any building or at any grade level, a position formerly held by an employee, or a newly created position within the clerical/secretarial/teacher associate classifications.

**C. POSTING**

Upon knowledge of any vacancies, either immediate or for the upcoming year, the vacant position(s) will be posted on the district's email news. Such notice will be posted as far in advance as practical but at least five (5) school days before the final date when applications must be submitted. The qualifications for the position and its duties shall be clearly set forth in the notice. No vacant position in a given classification may be filled by transfer of an employee from another classification if a recall list from staff reduction exists for that classification with the vacancy as defined in Article X – Staff Reduction and Recall.

**D. RECALL PRIORITY**

An employee not on the recall list can seek transfer in another classification other than the employee's own classification only if a recall list does not exist for that classification but shall have priority rights over any employee on the recall list seeking to change classifications.

**E. FILLING VACANCIES**

1. Whenever possible, vacancies shall be filled by transfer from within the ranks of current secretarial/clerical/teacher associate employees. Vacancies may be filled on the basis of seniority, experience, competency, and qualifications, but the Board reserves its right to seek new employees if qualified employees from within the district are unavailable.

2. Newly hired employees cannot request a transfer within the first ninety (90) days of employment and those employees already employed by the district cannot request more than one (1) transfer per twelve (12) months.

**F. INVOLUNTARY TRANSFER**

Employees being involuntarily transferred or reassigned shall remain in their present classification and at the same place on the salary schedule. The employee with the least seniority shall be involuntarily transferred first. The employee shall be notified at least one (1) month in advance before the involuntary transfer occurs and shall be granted a training period for learning the new position with proper guidance and instruction.

**G. FILLING VACANCIES**

In filling all vacancies, the employer will consider seniority, experience, competency and qualifications and make its final decision based upon the needs and best interest of the district.

**ARTICLE X – STAFF REDUCTION AND RECALL**

**A. REDUCTION BY CLASSIFICATION**

In the event staff reduction is necessary, the employees shall be reduced by and within the classification as indicated in the salary schedule.

**B. REDUCTION BY SENIORITY**

If a reduction in staff is necessary, in determining which employees are to be reduced, the least senior employee within a given classification shall be reduced.

**C. RECALL**

A recall list by classification shall be established at the time staff reduction is necessary and it shall be based upon seniority. Employees shall be recalled to employment in order of highest seniority being recalled first. An employee that has been placed on the recall list shall remain on the list for a period of one (1) year.

**D. RECALL TO VACANCIES**

When filling vacancies, which occur after a reduction in staff, the most senior on the recall list shall be offered any available position within that category, if qualified in accordance with Sections B and C, Article IX.

**E. TIME OF RECALL RESPONSE**

Such positions shall be offered in writing and the employee shall have ten (10) days to respond. A lack of response from the employee to the offer of employment will result in the employee's name being struck from the recall list.

**F. REMOVAL FROM RECALL LIST**

Once an employee on the recall list of a given classification has accepted a position, the employee's name shall be removed from the recall list and the employee shall no longer be eligible for another position until all employees on the recall list has exercised their rights, unless the employee has previously filled a full-time position and has been recalled to a half-time position. In that case, the employee is eligible to transfer to any position that might become available that if full time and within the same classification.

**G. PRIORITY OF ARTICLE IX**

Once all employees on the recall list for a given classification have been recalled and following posting procedures according to the provisions of Article IX – Vacancies, Transfers, Promotions, have been followed, then and only then may the most senior employee from any other recall lists be recalled to a vacant position within a different classification, if qualified.

**ARTICLE XI – SUPPLEMENTAL PAY – WORKING OUT OF CLASSIFICATION**

**A. TRAVEL**

When it becomes necessary for an employee to travel within the school district, the employee shall be reimbursed at the then current rate per mile. Mileage claims shall be filed monthly on forms provided for this purpose. For business outside the district, employees will be provided a district vehicle. If a vehicle is not available, employees will be provided a district gas credit card for use.

**B. NO REPRIMAND**

No employee shall be assigned a traveling position as a means of reprimand.

**C. EXTRA DUTY PAY**

Extra duty pay shall be granted at the employee's regular rate of pay for duties requested by an administrator prior or subsequent to the regular contract dates, such as student registration, etc., but employees may, with the consent of the administrator, choose to take comp time at a later date in lieu of extra pay.

**D. WORKING OUT OF CLASSIFICATION**

If an employee is requested or required to assume the duties of a higher classification for one (1) or more hours, such employee shall be paid at the rate of compensation established in the salary schedule for such higher classification. To the extent possible, employees will not be required to assume duties on a regular basis which are normally performed by another bargaining unit, but employees shall perform and continue to perform all duties assigned by the employer.

**ARTICLE XII – PAYROLL DEDUCTIONS**

Upon appropriate written authorization from an employee, the Board shall deduct from the employee's salary and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, UE Local 893 Sub Local 98 dues, and any other plan or program.

With respect to UE Local 893 Sub Local 98 dues deductions, UE Local 893 Sub Local 98 agrees to indemnify and hold harmless the Board from any and all claims arising from the deduction of UE Local 893 Sub Local 98 dues from any employee. Any employee shall have the right to revoke any dues deduction authorization by thirty (30) days written notice.

The employer shall remit the amount of dues so deducted the first of each month to the financial treasurer of UE Local 893, along with a report listing the names of all individuals from whom it deducted dues.

### **ARTICLE XIII – NON ATTENDANCE**

Employee attendance shall not be required whenever student and certified staff attendance is not required due to inclement weather or loss of essential utilities, but in cases of early dismissal, the administrator reserves the right to require the employee's assistance in assuring that all students have reached home prior to the employee's dismissal.

### **ARTICLE XIV – LEAVES OF ABSENCE**

#### **A. SICK LEAVE**

1. All employees shall be entitled to eighteen (18) sick leave days each school year and employees shall be entitled to accumulate a maximum of one hundred twenty (120) days. The maximum accumulation shall not be retroactive prior to July 1, 1996, but employees shall continue to be entitled to existing accumulated sick leave accrued prior to July 1, 1996. The district agrees to provide a long-term disability plan that takes effective after 90 days. When employees leave their employment for any reasons other than retirement, they forfeit their accumulated sick leave.

2. The employer will notify employees of accumulated sick days with their monthly pay checks.

3. An employee who is unable to work because of personal illness or disability, or illness, disability or death of a member of the employee's immediate family and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one year. An employee shall maintain the same position on the salary schedule and retain sick leave accumulation and other earned benefits during extended leave. Active re-employment is to be to the available position for which the employee is best qualified upon return to duty.

4. Except in cases of emergency, employees shall notify Central Administration Office of personal illness or child illness by telephone (319-524-1402, ext. 6) no later than 6:30 a.m. on the day of absence. The employer may waive the deadline for good cause. Partial days may be reported as the illness or emergency arises.

#### **B. CRITICAL FAMILY ILLNESS**

Employees shall be granted a leave of absence at full pay for critical illness in the immediate family defined as spouse, children, parents, grandparents, siblings of the employee and/or spouse and any other members of the immediate household. This leave is unlimited so long as necessity for it falls within the confines of this Article and is deducted from accumulated sick leave. Critical illness must be established by a physician's specific statement that the illness is of such a nature that the life of the patient is in immediate jeopardy; provided however, that surgery involving the use of a general anesthetic shall be considered critical for the duration of the intensive care period.

#### **C. ILLNESS OF CHILDREN**

Up to five (5) days per year will be allowed for illness or injury of children or stepchildren eighteen (18) or under.

#### **D. OTHER FAMILY ILLNESS**

Immediate family illness leave may also be considered for approval under those conditions listed below:

1. Post-operative period of time – one (1) day unless patient's condition is critical
2. Initial hospitalization – normally one (1) day.
3. Emergency outpatient treatment when absence is one-half (1/2) day to one (1) day in length.
4. Referral to a medical specialist; including time to travel
5. Injury or illness of an immediate family member when occurring at a location remote from Keokuk. Time allowed will be influenced by a physician's statement.
6. The administration may require a physician's statement prior to ruling on leaves of one (1) day's duration.
7. Illnesses or medical conditions not specifically included in the above categories are eligible for consideration for approval under the guidelines of this Article subject to normal approval procedure.

#### **E. PERSONAL LEAVE**

At the beginning of every school year, each employee shall be credited with two (2) days to be used for employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. Employees may accumulate unused personal leave days to a maximum of five (5) personal leave days. An employee planning to use a personal business leave day shall notify the building administrator at least one day in advance except in cases of emergency. Such leave may be used on the last day of school prior to holidays or vacations with the approval of the building administrator.



**F. UE LOCAL 893 SUB LOCAL 98 LEAVE**

A total of up to ten (10) days shall be available to the committee or representatives of the committee to attend conferences, conventions, or other activities of the local, state and national affiliated organizations.

**G. FUNERAL LEAVE**

An employee shall be granted funeral leave for good cause at full pay for funerals as follows: in the immediate family, (defined as spouse, children, parents, grandparents and siblings of the employee and/or spouse and any other members of the immediate household), for any funeral other than the immediate family – a maximum of three (3) days may be taken when there is good reason to attend. Additional time may be granted by the Central Office Administration due to extenuating circumstances.

**H. GRIEVANCE/IMPASSE LEAVE**

If employees are required to be present at any grievance, fact-finding or arbitration proceedings scheduled during the workday, their absence for that purpose shall be with pay for the period of time required.

**I. JURY DUTY**

Employees, when summoned to jury duty, shall respond to such summons and shall not be charged for the days served, but shall report to the Central Administration Office the jury duty stipend and any equivalent amount shall be deducted from the employee's regular check.

**J. OTHER LEAVE**

Other temporary leaves of absence with pay shall be granted in writing by the Superintendent or designee for any good reason.

**K. PARENTAL LEAVE**

1. Except as hereafter modified, all provisions applicable to employees who are granted sick leave shall be applicable to employees who are granted sick leave shall be applicable to employees on maternity leave.
2. If differences of opinion exist regarding the employee's ability to continue duties, the same shall be resolved by a written statement from the employee's attending physician.
3. An extended leave of absence without pay for up to the length of the individual employee's contract may be granted upon the employee's request. An employee shall be entitled to all raises and increments upon return if the employee serves at least one-half (1/2) of the employee's contract for the school year and this period need not be continuous.
4. In cases of adoption, the above provisions shall apply where appropriate.

**L. LEAVES WITHOUT PAY**

1. A leave of absence without pay for up to the length of the individual employee's contract shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. Upon return from such leave, the employee shall be placed in an available position at the same step on the salary schedule and shall receive the same fringe benefits as would have accrued during such period of leave. The employee shall retain sick leave accumulation.
2. Where not otherwise covered in this article, requests for extended leaves of absence are considered individually on their own merit. An extended leave of absence is an authorized absence for the remainder of the contract year by an employee without pay but holding the same place on the salary schedule and retaining sick leave accumulation and their earned benefits. Active re-employment is to be in the available position for which the employee is best qualified upon return to duty.
3. Short-term leaves of absence without pay not specifically granted by this contract would not be granted unless good cause is shown and granting of such leave will be in the sole judgment of the Central Office Administration.

**ARTICLE XV – HOLIDAYS**

- A. All employees who are employed on a two hundred fifty-two (252) day basis shall be paid for the following holidays:

Independence Day	Christmas Day
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

- B. All UE employees with less than a 252-day contract will receive the following paid holidays:

Thanksgiving Day	New Year's Day
Christmas Day	Good Friday

C. The actual day observed as the holiday will be determined by federal government. The workday for all employees shall end two hours prior to the employee's normal Friday dismissal time on the last workday prior to the holidays in Section A and B if school is not in session those days. No employee shall be dismissed more than two (2) hours early or prior to student dismissal.

D. All employees shall be eligible for holiday pay providing the employee worked on the last scheduled workday prior to the holiday unless on an approved leave as defined in this agreement or absent for a reasonable purpose approved by the employer. If a holiday is observed on any employee's scheduled day off or during employee's vacation, the employee shall receive the added day or days for the unworked holiday. Any employee who works a holiday shall be paid at the rate of one and one-half (1 ½) times that employee's regular rate in addition to the employee's holiday pay.

## ARTICLE XVI – VACATIONS

### A. ACCURAL

All employees who are employed on a two hundred fifty-two (252) day contract shall earn vacation on the following basis:

Less than 7 years	2 weeks
7 to 15 years	3 weeks
15 years or more	4 weeks

In every case, years of service shall be determined by the employee's anniversary date .

### B. SCHEDULING

Vacation days shall be taken during the year earned, or in the following year when mutually agreed upon by the Central Office Administration and the individual employee. If an employee requests vacation and is then denied or precluded from taking earned vacation within the employee's contract year and has the maximum accumulation so as to prevent vacation from being carried over to the following year, the employee shall be paid for unused vacation days as may not be carried over and accumulated or used in the following year at two (2) times the employee's regular daily rate for each lost vacation day.

### B. NONDUTY DAYS

Employees with two hundred and fifty-two (252) day contracts shall be entitled to non-duty days. The number of such non-duty days is determined by the number of workdays in the fiscal year less 252 days. These non-duty days shall be taken any time during the year when mutually agreed upon by the Central Office Administration and the employee.

### D. VACATION OVERTIME PAY

If an employee is required to work during the employee's vacation, the employee shall be paid at the rate of one and one-half (1 ½ ) times that employee's regular rate. Employees working overtime hours during vacation shall be paid at the rate of two and one-half (2 ½ ) times that employee's regular rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future date upon the employee's request as defined in this article.

### E. VACATION COMPENSATION

An employee who is laid off, discharged, retired or separated from the service of the employer for any reason prior to taking vacation shall be compensated for the earned and unused vacation the employee has accumulated at the time of separation.

## ARTICLE XVII – INSURANCE

A. The Board agrees to furnish all employees that are employed thirty (30) hours or more per week, without cost to the individual, the following insurance protection as defined by the then current carrier:

1. Each employee employed thirty (30) hours or more per week shall be covered by a health and major medical program of the Keokuk Community School District at no cost to the employee. Effective July 1, 2003, employees shall have the option of choosing from a three-tier health insurance plan. The district will pay 100% of single premium (of the district-provided plan) for all eligible employees.
2. Effective July 1, 2006, each employee eligible for single health and major medical insurance coverage may obtain family/dependent coverage under the existing health and major medical insurance program by payment of the difference between the family rate and the individual (single) rate less \$150 per month paid by the Keokuk Community School District toward said family/dependent coverage for the benefit of said employee. All employees not electing family health insurance coverage will be provided \$50 per month to apply toward the purchase of a tax sheltered annuity with a company of the employee's choice.
3. Each employee employed thirty (30) hours or more per week shall be covered by a term life insurance program that provides coverage to twice the amount to the nearest \$1000 of the employee's annual salary with a minimum policy of \$5000.

4. Each employee employed thirty (30) hours or more per week shall be covered by a long-term disability insurance program that provides a minimum of sixty-six and two-thirds percent (66 2/3%) of the employee's monthly salary until age 65. The long-term disability coverage shall take effect after 90 days.
5. Each employee shall be covered by worker's compensation.
6. Each employee employed thirty (30) hours or more per week shall be covered by dental insurance.
7. All insurance programs provided by the Board shall be on an annual basis. Employees who are employed thirty (30) hours or more per week that are new to the district shall be covered by the Board – providing insurance no later than one (1) month after initial employment. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Board shall provide each employee a description of the insurance coverage provided herein within one month after the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above.
8. All employees who are employed twenty (20) hours or more and have the district provided benefits prior to July 1, 1999 would retain such benefits.

#### **ARTICLE XVIII – HEALTH AND SAFETY**

##### **A. UNSAFE AND HAZARDOUS CONDITIONS**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

##### **B. HANDICAPPED STUDENTS**

Employees who are required to handle, manipulate or assist physically handicapped students shall be provided with assistance or mechanical devices for such purpose as will reasonably preclude physical harm or injury to the employee if device or assistance is the result of the staffing of the individual student or if a request for the same is made by the employee and is approved by the employer, in its sole discretion, as necessary to preclude injury to the employee.

##### **C. EYEGLASSES**

Employees who are required to obtain new or revised prescription eyeglasses, as the direct result of continual computer usage shall be reimbursed the cost of glasses by the Board. The Board shall not be required to pay the costs of the same unless the employee's physician shall certify in writing that such expenses were incurred as the direct result of work-related eyestrain. If the employer disputes the certification, the employer may have the employee examined by an employer-selected physician whose decision shall be final and controlling and such final decision shall not be subject to grievance.

##### **D. REPORTING ACCIDENT OR INJURY**

Employees shall report any work-related accident or injury to the Central Administration Office within five (5) days following occurrence of the same or within twenty-four (24) hours following confirmation by the employee's physician that an injury is work related, whichever is later.

#### **ARTICLE XIX – PERSONNEL FILES AND EVALUATION**

##### **A. FILE REVIEW**

All employees shall have the right to review the contents of their personnel folder, excluding initial references, and to have a representative present at such review.

##### **B. RESPONSE TO PERSONNEL FILE INFORMATION**

The employee may submit a written notation regarding any material in the personnel folder and the same shall be attached to the material in question. If the employee believes the material placed in that employee's file is in appropriate or in error, employee may receive adjustment, provided cause is shown through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If an employee is requested to sign material to be placed in the employee's file, such signature thereon shall be understood to only indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.

##### **C. NOTICE OF JOB PERFORMANCE**

If an employee is rated unsatisfactory in the employee's job performance, the building administrator shall meet with the individual in order to provide notice to the employee that the employee's job performance is not satisfactory and to discuss means of improvement.

##### **D. REMEDIATION**

An employee whose performance is unsatisfactory shall be given an opportunity for one (1) month to bring job performance up to a satisfactory condition, provided this is the first such rating. If such employee's services are rated satisfactory at the end of the one (1) month period, the employee shall be retained in the current assignment. In the event that the employee's performance does not improve to a satisfactory level; or in the event that it is the employee's second such

rating, the termination of the employee's current contract will be recommended to the Board of Education or a new annual contract will not be offered the employee. However, the above remediation period will not be utilized in an instance of gross misconduct such as theft, direct insubordination, student abuse, fraud or other similar incidents that may not be appropriate to a remediation process. In the event an employee questions an unsatisfactory rating, the employee may file a grievance in accordance with Article III, Step III.

**E. NOTIFICATION OF ADVERSE ACTION**

An employee shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have a representative present.

**F. NOTICE OF OUTSIDE COMPLAINT**

In the event a complaint or charge is made by any person or group not employed by the Board against any employee, such individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.

**ARTICLE XX – DISCIPLINARY ACTION**

**A. PROGRESSIVE DISCIPLINE**

A disciplinary action regarding an employee shall include any/or all of the following steps:

1. verbal (meeting between immediate administrator and the employee);
2. written warning;
3. written reprimand;
4. suspension (notice to be given in writing);
5. termination.

**B. JUST CAUSE**

Disciplinary action may be imposed upon an employee only for just cause and shall not be arbitrary or capricious. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedures. Disciplinary action of any employee shall be done in a manner that will not embarrass the employee before other employees or the public. A copy of all written reprimands or suspension notices shall be forwarded to the UE Local 893 Sub Local 98.

**C. INDIVIDUAL DISCIPLINE**

Employee discipline shall be resolved on an individual basis and shall not be disseminated to the general bargaining unit. To the extent possible, the Board agrees to determine discipline matters on an individual employee basis and refrain from generalized discipline warnings distributed to the entire bargaining unit.

**ARTICLE XXI – INFORMATION**

The Board agrees to provide the Committee without fee or charge such information as is requested by the Committee as described in Chapter 22 of the Code of Iowa and such other information as is necessary to allow the Committee to engage in meaningful collective bargaining or processing any grievance.

**ARTICLE XXII – COMMITTEE ACTIVITIES**

**A. USE OF BUILDINGS**

The Committee and its representatives shall have the right to use district buildings free of charge at all reasonable hours for meetings which do not interfere with the assigned functions of the school program outside the employee's workday with permission of the building administrator.

**B. COMMITTEE BUSINESS**

The Committee shall be permitted to transact official committee business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt normal operations.

**C. COMMITTEE COMMUNICATIONS**

Bulletin boards and other established media of communication shall be made available to the Committee and to all employees if such use is appropriate.

**D. COMMITTEE MATERIALS**

Committee persons shall have the right to distribute Committee material to employees so long as such distribution does not interfere with the normal operation of the work area or employee job performance.

**E. TELEPHONE ACCESS**

The UE Local 893 Sub Local 98 President shall have access to a telephone in the school building to which he or she is assigned. He or she shall also be notified as soon as reasonable possible of incoming calls. Such use of the telephone shall not interfere with official school business.

**F. TRANSACTION OF COMMITTEE BUSINESS**

The UE Local 893 Sub Local 98 President shall be permitted to transact official UE Local 893 Sub Local 98 business on school property at all times during the normal work days upon prior notification to the building principal or principal's designee if such business does not interfere with official school business.

**G. DISTRIBUTION OF MATERIALS**

The Administration shall attempt to forward all materials, mailings, or other written communications received by the Administration from outside sources regarding conferences, conventions, seminars, workshops or similar meetings available to employees to the UE Local 893 Sub Local 98 President or the President's designated representative. This action shall in no way indicate the district's endorsement of any of these activities or that leaves or expenses for such activities will be approved.

**ARTICLE XXIII – GENERAL**

**A. SAVINGS CLAUSE**

In the event that any provision of this agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this agreement shall continue in effect.

**B. MANAGEMENT RIGHTS CLAUSE**

The Committee recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district, to the full extent authorized by the laws and the Constitutions of Iowa and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement. It is further agreed that this Agreement specifies the rights of the employees and the inherent rights of the Board and the Administrators are only limited as stated in this Agreement.

**ARTICLE XXIV – PRINTING OF AGREEMENT**

Copies of this agreement shall be printed at the expense of the Board within thirty (30) days after it is signed and shall be presented to all employees now employed on contract or hereafter employed on contract by the Board. The Committee shall be provided with ten (10) copies.

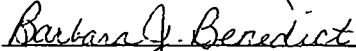
**ARTICLE XXV – DURATION**

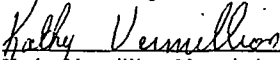
This agreement shall be effective as of the 1st day of July 2006, and shall continue in effect until June 30, 2009. This agreement shall automatically continue in force and effect for equivalent periods, except as it may be amended, modified or substituted as defined by Chapter 20 of the State Code of Iowa.

This agreement supersedes and cancels all previous agreements and constitutes the entire agreement between the Keokuk Community School District and the United Electrical, Radio and Machine Workers of America Local 893 Iowa United Professionals Sub Local 98 and the employees it represents. Other articles of this agreement may, with mutual consent of both parties, be reopened for negotiations.

**FOR THE UNION:**

  
\_\_\_\_\_  
Ryan Downing, U.E. Field Organizer

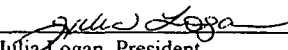
  
\_\_\_\_\_  
Barbara Benedict, Negotiations Committee

  
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Kathy Vermillion, Negotiations Committee

  
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Diane Wade, Negotiations Committee

  
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Karen Waisath, Negotiations Committee

**FOR THE BOARD OF EDUCATION:**

  
\_\_\_\_\_  
Julia Logan, President

  
\_\_\_\_\_  
Jane A. Babcock, Superintendent

2006-2007 UE SALARY SCHEDULE					
	Group A-12	Group B-12	Group B-10	Group C-10	Group D
# of Days*	252	252	207	207	191
Hrs/Day	8	8	8	8	7
Step	Secretaries	Secretaries	Secretaries	Clerk/ Typists	Teacher Associates
1	10.47	9.49	9.50	8.90	8.57
2	10.61	9.62	9.63	9.03	8.69
3	10.74	9.75	9.76	9.17	8.82
4	10.87	9.89	9.90	9.30	8.94
5	11.01	10.02	10.03	9.44	9.06
6	11.14	10.15	10.17	9.57	9.19
7	11.28	10.29	10.30	9.70	9.31
8	11.41	10.42	10.43	9.84	9.44
9	11.54	10.56	10.57	9.97	9.56
10	11.68	10.69	10.70	10.10	9.68
11	11.81	10.82	10.83	10.24	9.81
12	11.95	10.96	10.97	10.37	9.93
13	12.08	11.09	11.10	10.51	10.05
14	12.21	11.23	11.24	10.64	10.18
15	12.35	11.36	11.37	10.77	10.30
16	12.75	11.76	11.77	11.17	10.70
17	12.75	11.76	11.77	11.17	10.70
18	12.85	11.86	11.87	11.27	10.80
19	12.85	11.86	11.87	11.27	10.80
20	12.95	11.96	11.97	11.37	10.90

\*Number of days may be adjusted in accordance with school calendar